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MARC SPITZER, Chairman  
JIM IRVIN  
WILLIAM A. MUNDELL  
JEFF HATCH-MILLER  
MIKE GLEASON

In the matter of

ONE VISION CHILDREN'S FOUNDATION  
P.O. Box 27297  
Tempe, Arizona 85285

HOLLISTER M. MARX  
1228 El Parque Dr.  
Tempe, Arizona 85282

Respondents.

DECISION NO. 65629

## SETTLEMENT AGREEMENT AND ORDER RE SAME

1. Plaintiff, the Arizona Corporation Commission (“ACC”), and Defendants One Vision Children’s Foundation, Inc. (“One Vision”) and Hollister M. Marx (“Marx”), parties in the case of *Arizona Corporation Commission v. One Vision Children’s Foundation, Inc., Hollister M. Marx, Wealth Management Resources, Inc., Michael B. and Betty Maksudian and Michael A. and Lorrina Diaz*, Maricopa County Superior Court No. CV2002-020878 (the “lawsuit”), desire to resolve the portion of the lawsuit involving them and thus enter into this Settlement Agreement (“Agreement”).

2. In settlement of the lawsuit, One Vision and Marx elect to permanently waive their right to a trial of the lawsuit. One Vision and Marx admit the jurisdiction of the Superior Court over the subject matter of this lawsuit. One Vision and Marx neither admit nor deny any factual or legal allegation contained in the Complaint and, solely for the purposes of this case, consent to the entry of the Proposed Judgment attached as Exhibit B to this Agreement.

1           3.       The ACC and Marx agree that this Agreement and the Judgment are based on the  
2 legal conclusion that Marx violated A.R.S. § 44-1991(2) by directly or indirectly making untrue  
3 statements of material fact or omitting to state material facts which were necessary in order to make  
4 the statements made not misleading in light of the circumstances under which they were made.

5           4.       One Vision and Marx, pursuant to A.R.S. § 44-2032, agree that they, their agents,  
6 employees, successors and assigns, shall permanently be enjoined from violating the Securities  
7 Act.

8           5.       One Vision agrees to entry of judgment against it of \$4,357,140.84 in restitution.  
9 One Vision is entitled to offsets for any payment of restitution to investors from any source as  
10 reflected on the records of the ACC.

11          6.       Pursuant to A.R.S. § 44-2037, One Vision agrees to pay a penalty of \$50,000.

12          7.       Marx agrees to entry of judgment against her of \$3,039,667.75 in restitution. Marx  
13 is entitled to offsets for any recovery of funds from One Vision's investments in Yucatan Resorts,  
14 Inc, One Vision's investments in the Evergreen R.L.L.P.s, or One Vision's accounts at Merrill  
15 Lynch Pierce Fenner & Smith.

16          8.       Pursuant to A.R.S. § 44-2037, Marx agrees to pay a penalty of \$10,000. If all  
17 investors in One Vision receive full restitution within two years of the date of the entry of  
18 judgment against Marx, her penalty shall be reduced to \$5,000.

19          9.       One Vision and Marx acknowledge that they have been fully advised of their right  
20 to a trial to present evidence and call witnesses and One Vision and Marx knowingly and  
21 voluntarily waive any and all rights to a trial of this matter.

22          10.       One Vision and Marx knowingly and voluntarily waive any right they may have  
23 under to judicial review by any court by way of suit, appeal, or extraordinary relief resulting from  
24 the entry of Exhibit B, the proposed judgment.

25          11.       One Vision and Marx acknowledge and agree that this Agreement is entered into  
26 freely and voluntarily and that no promise was made or coercion used to induce such entry.

1           12.     One Vision and Marx acknowledge that they have been represented by counsel in  
2 this matter, they have reviewed this Agreement with their attorney and understand all terms it  
3 contains.

4           13.     By consenting to the entry of the Judgment, One Vision and Marx agree to refrain  
5 from taking any action or to making, or permitting to be made, any public statement denying,  
6 directly or indirectly, or calculated to create the impression that the legal conclusions contained in  
7 Paragraph 3 of the Agreement are without merit.

8           14.     While this Order settles the lawsuit between One Vision and Marx and the ACC,  
9 One Vision and Marx understand that this Order does not preclude the ACC from instituting other  
10 administrative or civil proceedings based on violations that are not addressed by the lawsuit.

11           15.     One Vision and Marx understand that this Agreement does not preclude the ACC  
12 from referring this matter to any governmental agency for administrative, civil, or criminal  
13 proceedings that may be related to the matters addressed by the lawsuit.

14           16.     One Vision and Marx understand that this Agreement does not preclude any other  
15 agency or officer of the state of Arizona or its subdivisions from instituting administrative, civil or  
16 criminal proceedings that may be related to matters addressed by this Agreement or the lawsuit.

17           17.     Marx agrees that she will not exercise any control over any entity that offers or sells  
18 securities or provides investment advisory services, within or from Arizona.

19           18.     One Vision and Marx understand that default shall render them liable to the  
20 Commission for its costs of collection and interest at the legal rate determined by law.

21           19.     Marx agrees that she will continue to cooperate with the Securities Division and the  
22 Receiver including, but not limited to, providing truthful, complete and accurate testimony at any  
23 hearing or trial in this matter and cooperating with the state of Arizona in any related investigation  
24 or any other matters arising from the activities described in the lawsuit.

25           20.     One Vision and Marx agree that the Receivership of One Vision shall be made  
26 permanent to wind up the affairs of One Vision, until the Court determines that the Receivership

1 shall end. One Vision and Marx agree not to challenge the imposition or continuation of the  
 2 Receivership. Reasonable inquiries into the amount and nature of fees requested by the Receiver  
 3 and/or his counsel shall not be deemed a challenge to the imposition or continuation of the  
 4 Receivership.

5 21. Each party shall bear its own attorneys' fees and costs.

6 22. One Vision and Marx acknowledge that this Agreement must be approved by the  
 7 ACC at a noticed Open Meeting.

8 23. The ACC, One Vision and Marx agree that upon approval of this Agreement, their  
 9 counsel shall as soon as practicable execute and cause to be filed the attached Stipulation to Entry  
 10 of Judgment (Exhibit A to this Agreement) and Judgment (Exhibit B to this Agreement).

11 24. One Vision and Marx expressly and severally represent and warrant that they are  
 12 authorized to execute this Agreement. The validity, effect and performance of this Agreement  
 13 shall be governed by the laws of the State of Arizona.

14 25. This Agreement resolves the lawsuit brought by the ACC against One Vision and  
 15 Marx. It does not resolve the portion of the lawsuit pertaining to Defendants Wealth Management  
 16 Resources, Inc., Michael B. and Betty Maksudian and Michael A. and Lorrina Diaz.

17  
 18  
 19 /s/ Hollister M. Marx  
 Hollister M. Marx

20 SUBSCRIBED AND SWORN TO BEFORE me this 3 day of February, 2003.

21  
 22 /s/ Debra Hernandez  
 NOTARY PUBLIC

23 My Commission Expires:

24 October 15, 2004  
 25  
 26

ONE VISION CHILDREN'S  
FOUNDATION, INC.

/s/ Hollister M. Marx  
By: Hollister M. Marx  
Its Executive Director

SUBSCRIBED AND SWORN TO BEFORE me this 3 day of February, 2003.

/s/ Debra Hernandez  
NOTARY PUBLIC

My Commission Expires:

October 15, 2004

## II.

The Arizona Corporation Commission (“Commission”) having reviewed the Settlement Agreement entered into between ONE VISION CHILDREN’S FOUNDATION, INC. and HOLLISTER M. MARX (collectively “RESPONDENTS”) and the Securities Division of the Commission (“Division”) and finding the Settlement Agreement to be in the public interest, the Commission finds that the following Order is appropriate and in the public interest:

IT IS ORDERED that the Settlement Agreement between the Commission and RESPONDENTS is approved.

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1 IT IS FURTHER ORDERED that the Securities Division is authorized to enter into the  
2 Stipulation to Entry of Judgment attached as Exhibit A to this Order.

3 IT IS FURTHER ORDERED that this Order shall become effective immediately.

4 BY ORDER OF THE ARIZONA CORPORATION COMMISSION

5  
6 /s/ Marc Spitzer /s/ Jim Irvin /s/ William Mundell  
7 CHAIRMAN COMMISSIONER COMMISSIONER  
8  
9 /s/ Jeffrey Hatch-Miller /s/ Lowell Gleason  
10 COMMISSIONER COMMISSIONER

11 IN WITNESS WHEREOF, I, BRIAN C. McNEIL,  
12 Executive Secretary of the Arizona Corporation  
13 Commission, have hereunto set my hand and caused the  
14 official seal of the Commission to be affixed at the  
15 Capitol, in the City of Phoenix, this 18th day of  
16 February, 2003.

17 /s/ Brian C. McNeil  
18 BRIAN C. McNEIL  
19 Executive Secretary

20 DISSENT

21 DISSENT

22  
23  
24 This document is available in alternative formats by contacting Shelly M. Hood, Executive  
25 Assistant to the Executive Secretary, voice phone number 602-542-3931, E-mail  
26 shood@cc.state.az.us.

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